



City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council
City of Norfolk, Virginia

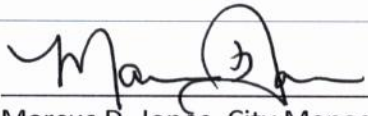
January 12, 2016

From: David S. Freeman, AICP
Director of General Services

Subject: Lease of city-owned
properties to Tidewater Utility
Construction, Inc.

Reviewed: 
Sabrina Joy-Hogg, Deputy City Manager

Ward/Superward: 2/6

Approved: 
Marcus D. Jones, City Manager

Item Number:

PH-1

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Tidewater Utility Construction, Inc.

III. **Description:**

This agenda item is an ordinance to lease parcels of land, owned by the City of Norfolk ("city"), to Tidewater Utility Construction, Inc. ("TUC"). TUC will be utilizing these "laydown areas" for the temporary storage of their construction equipment, as TUC will be installing, removing, and relocating sanitary sewer lines for the City. These parcels are located at 1000 Monticello Avenue, 830 Holt Street, and 317 Chapel Street. The city will be an insured party throughout TUC's use of the property.

IV. **Analysis**

TUC will need these temporary particular laydown areas for the storage of their construction equipment, which will be utilized during the sanitary sewer lines work that is being conducted for the city, and the proposed term for TUC's use of these areas is 20 months.

V. **Financial Impact**

Cost for Lease (Monticello Ave.)	\$1,500.00 per month during course of lease
Cost for Lease (Holt/Chapel St.)	\$1,125.00 per month during course of lease

VI. **Environmental**

There are no known environmental issues associated with this property.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

N/A

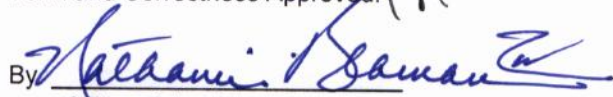
IX. Coordination/Outreach

This ordinance has been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Exhibit A – Proposed Lease Agreement

Form and Correctness Approved: 

By 
Office of the City Attorney

Contents Approved:

By 
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF NORFOLK AND TIDEWATER UTILITY CONSTRUCTION, INC., FOR THE LEASE OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1000 MONTICELLO AVENUE, 830 HOLT STREET, AND 317 CHAPEL STREET; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Lease Agreement between the City of Norfolk and Tidewater Utility Construction, Inc. for the lease of certain City owned property located at 1000 Monticello Avenue, 830 Holt Street and 317 Chapel Street, a copy of which is attached here to as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Lease Agreement for and on behalf of the City, and to do all things necessary and proper to carry out its terms.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as may be necessary in order to carry out the intent of the Council as expressed in this ordinance.

Section 4:- That this ordinance shall be in effect from and after 30 days from the date of its adoption.

EXHIBIT A TO ORDINANCE

Prepared by: Office of the Norfolk City Attorney
Nathaniel Beaman IV, Deputy City Attorney (VSB#18486)
Return to: Office of the Norfolk City Attorney
Tax Map Reference Nos.: 7971-4210, 8291-1000 and 8291-4600

LEASE AGREEMENT

THIS LEASE AGREEMENT, (“Lease”) made this _____ day of _____, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, (“**Lessor**”), and **TIDEWATER UTILITY CONSTRUCTION, INC.**, a Virginia corporation, (“**Lessee**”).

WITNESSETH:

WHEREAS, the City owns certain properties located at 1000 Monticello Avenue, also known as Cedar Grove parking lot (“Monticello Avenue Property”), 830 Holt Street (“Holt Street Property”), and 317 Chapel Street (“Chapel Street Property”), said properties being shown on Exhibit A and Exhibit B attached hereto (collectively referred to as the “Properties”); and

WHEREAS, TUC is currently under contract with the City for the construction and improvement of City sewers (the “Project”); and

WHEREAS, in order to safely store equipment needed for the Project, TUC is in need of an appropriate storage area in which to store its equipment; and

WHEREAS, TUC has requested permission to utilize the Properties for such purpose, to which the City is agreeable upon certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereby agree as follows:

1. PROPERTIES: Lessor does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, the Properties described above and shown on Exhibit A and Exhibit B attached hereto.

2. USE: Lessee covenants and agrees to use and occupy the Properties as a “lay down area” for the storage of construction equipment related to the installation, removal and/or relocation of sanitary sewer lines in the City of Norfolk.

3. LEASE TERM: The term of this Lease shall be 20 months (“Term”), commencing on the date the ordinance approving this Lease becomes effective (“Effective Date”) and terminating 20 months thereafter, without notice or demand.

4. RENT: Rent shall be made payable to the Norfolk City Treasurer. The rent amount shall be as follows:

Monticello Avenue Property: \$1,500.00 per month.

Holt Street Property and Chapel Street Property: \$1,125.00 per month.

The rent shall be paid in advance in monthly installments made promptly on the first day of each month during the term of this Lease without demand and without offset or deduction. No payment by Lessee or receipt by Lessor of a lesser amount than the total installment due shall be deemed other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or payment, or any writing accompanying any check or payment of such rent, be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

5. PRO-RATED RENT: Upon execution of this Lease, Lessee shall pay to Lessor pro-rated rent for the period of time Lessee occupied the Properties under the Right of Entry Agreement dated December 15, 2015, such period of time to be calculated from the date the Right of Entry Agreement was fully executed to the last day of the month in which this Lease became effective.

The rent for the last month of the Lease Term shall be pro-rated as may be appropriate.

6. PAST DUE RENT AND LATE CHARGES: Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. In the event Lessee shall fail to pay, when the same is due and payable, any Rent, charges or adjustments, and if said sums have not been paid within five (5) days of their due date, then Lessee shall pay to Lessor a "Late Charge" of five percent (5%) of the amount due on all rents. Lessee further covenants and agrees to pay Lessor as a "bad check" or returned check charge the amount of Fifty Dollars (\$50.00) per bad check.

7. NO JOINT VENTURE: It is hereby agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Lessor and Lessee, or between Lessor and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

8. NO ASSIGNMENT OR SUBLEASE: Lessee covenants not to assign, mortgage or encumber this Lease nor sublet or suffer or permit the Properties or any portion thereof to be used by others. The transfer of fifty percent (50%) or more of Lessee's stock, if Lessee is a corporation, or the transfer of twenty-five percent (25%) or more partnership interest in Lessee, if Lessee is a partnership, or the dissolution of Lessee as a corporation or partnership, is regarded as an assignment of the Lease, and the same is not permitted without the prior written consent of the Lessor. Lessee and any guarantors shall remain liable for this Lease, its terms and covenants in such event that the Lessor does grant consent to an assignment or sublease, and shall guarantee the performance of the assignee or sublessee without the need for guarantor's signature or consent thereto.

9. INDEMNIFICATION AND LESSEE'S INSURANCE:

9.1 Lessee, at its own cost and expense, shall obtain and maintain General Liability Insurance, insuring and naming the Lessor as an additional insured, for the joint and separate benefit of Lessor and Lessee in an amount not less than \$2,000,000 for injury to or death of any person or persons, \$4,000,000 for any one occurrence, and \$1,000,000 for property damage, or in such higher limits as shall be reasonably required by Lessor.

9.2 Lessee agrees to look solely to the proceeds of Lessee's own insurer for indemnity against exposure for casualty losses of property or business interruption. Lessee warrants that its liability, property and business interruption insurers shall have no rights against Lessor by virtue of assignment loan agreement or otherwise.

9.3 Lessor shall not be responsible or liable for injuries to persons, including death or damage to Properties, when such injuries or damages are caused by or result from Lessee's use of the Properties under the terms of this Agreement, and Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims, demands, suits, actions and judgments of any kind or nature whatsoever, including costs and expenses, for any personal injury or Properties damage to any person, or Properties, arising or resulting, directly or indirectly, from Lessee's use of the Properties under this Agreement.

10. ACCEPTANCE OF PROPERTIES: Lessee hereby agrees to accept the Properties from the Lessor as they are found by Lessee in "as is and where is" condition.

11. MAINTENANCE BY LESSEE: Lessee covenants that it will, during the Term hereof, and at its own cost and expense, be responsible for the following:

With respect to the Monticello Avenue Property:

- a. A chain link fence with a lock must be installed.
- b. The grass must be kept properly mowed within and around the fenced areas.
- c. The property must be planted and re-seeded upon termination of the Lease.
- d. Potholes and depressions, whenever identified within the property or within entry or exit paths, must be fixed.
- e. Asphalt areas and accesses must be milled and re-paved, if necessary, upon termination of the Lease.

With respect to the Holt Street Property and the Chapel Street Property:

- a. A chain link fence with a lock must be installed.
- b. The grass must be kept properly mowed within and around the fenced areas.
- c. The property and accesses must be planted and re-seeded upon termination of the Lease.
- d. A construction entrance on Mariner Street and/or a replacement driveway apron on Chapel Street must be installed.
- e. Lights may be required on the fence at the City's discretion.

12. ADDITIONAL COVENANTS BY LESSEE:

(a) Lessee shall not make alterations, additions or improvements to the Properties without first obtaining Lessor's written approval and consent.

(b) Lessee will not use nor permit the Properties to be used for any illegal or immoral purpose. Lessee hereby agrees to comply with all Federal, State and Municipal laws, ordinances and regulations as they relate to Lessee's business and/or to the Properties in which the Lessee's business is located, and the use, storage and disposal of hazardous substances.

(c) Lessee shall notify Lessor in writing of all accidents or security-related incidents, (i.e. crimes against person(s) and property), which occur in or about the Properties.

13. LESSOR'S INSPECTION AND ACCESS: Lessor or its agents, employees and/or contractors shall have the right to enter the Properties at any reasonable time to examine the same; to show the Properties to prospective purchasers, lenders, or prospective Lessees of the Properties; and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. If Lessee is not personally present to permit entry and an entry is necessary, Lessor or its agents may, in the case of emergency, or if the Properties are unsecured and temporarily unoccupied, forcibly enter or secure the same, or take such other steps to address the emergency that Lessor deems appropriate, without rendering Lessor or its agents liable therefore. Otherwise, all such work and installation shall be done, so far as practical, so as not to unreasonably interfere with Lessee's use of the Properties. The exercise of any of these reserved rights by Lessor shall not be deemed as an eviction or disturbance of Lessee's use, possession and quiet enjoyment of the Properties, and shall never render Lessor liable in any manner to Lessee or any other person.

14. WAIVER OF SUBROGATION: Lessor and Lessee waive all right of recovery against each other for any loss in or about the Properties, from perils insured against and under the fire insurance contract, including any all risk endorsements thereof, whether due to negligence or any other cause. This release of liability shall be operative only as long as waiver of subrogation clauses are available on insurance policies, in the amounts, form, kinds and with a company satisfactory to Lessor.

15. INDEMNITY AGAINST LIENS: Lessee agrees that it will, at all times during the Term of this Lease, take any and all steps necessary to prevent the filing of mechanics liens against the Properties. Lessee further agrees to indemnify and save the Lessor harmless from and against any and all liabilities incurred by Lessee or claimed or charged against the Properties. Lessee shall promptly pay, or otherwise discharge, any and all such claims, expenses and liens, including the mechanic's materialmen's and other laborer's liens asserted or claimed against the Properties or any part thereof. In no event shall Lessor or any of the Lessor's property be liable for or chargeable with any expense or lien for work, labor or materials used for and in the Properties; or for any improvements thereof or changes made upon the order of Lessee, or to discharge the obligations of the Lessee.

16. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature, not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that the provisions of this Lease Article shall not operate to release Lessee from this Lease nor to excuse Lessee, nor shall Lessee in any event be excused from prompt payment of Base Rent, Percentage Rent, Additional Rent, Additional Rent adjustments and all other charges due Lessor by Lessee.

17. EMINENT DOMAIN: If all the Properties are condemned or taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date that the Lessee is required to vacate the Properties and all Rent shall be paid up to and until same date of termination. If only part of the Properties shall be taken and the size of the Properties are proportionately reduced, then the Lessee is entitled to an equal and proportionate reduction in Rent.

18. LESSEE'S DEFAULT: The occurrence of any one of the following events constitutes a default by the Lessee and a breach of this Lease and its covenants by the Lessee, if such default, breach or non performance is continued and not cured within ten (10) days after written notice from Lessor: (a) The vacating or abandonment of the Properties by Lessee, (b) The failure by Lessee to make any payment of Base Rent and/or Additional Rent Charges and adjustments on or before the due date thereof, (c) The failure by Lessee to perform any covenants herein or the breach by Lessee of any Lease covenants herein, and the further failure by Lessee to cure such covenant breach or non-performance, or to commence to cure and diligently pursue the cure of the covenant breach or non-performance which cannot be fully remedied within ten (10) days, (d) Petition by Lessee for bankruptcy, insolvency, or general assignment for the benefit of its creditors, or receiver appointment for Lessee for the substantial part of its assets and properties and such receiver is not removed within ten (10) days after its appointment, (e) If the Lessee shall default as described herein, or in the performance of any covenant contained in this Lease, and if such default is repeated once within the next twelve months then, notwithstanding that such defaults shall have been cured within the period after notice as herein provided, any further similar default within such twelve month period shall be deemed a Lessee Default which cannot be cured, notwithstanding provisions for cure provided in this Lease. Upon such default, the Lessor may proceed, with five days notice but no opportunity for cure, to exercise its remedies upon default.

19. LESSOR'S REMEDIES: In the event of Lessee's default, including Lessee's abandonment or vacating the Properties, Lessor shall have the right, in addition to all other rights and remedies provided by the law, to terminate this Lease, and/or to re-enter and take possession of the Properties, peaceably or by force, without liability to Lessee for damage arising therefrom and without obligation to Lessee to store any property. Any costs of removal and storage of Lessee's fixtures, inventory, equipment or any other personal property shall be the expense of Lessee and shall be added to all sums owed by Lessee to Lessor. Further, Lessor is under no obligation to Lessee, after default or abandonment, to relet the Properties in the name of Lessee or

for the benefit of the Lessor. Lessor may, at its option and without subsequent notice to Lessee, re-let the Properties for such term and on such covenants and purposes as Lessor, in its sole discretion, may determine are in the best interest of the Lessor. Lessor may collect and receive all rents derived therefrom and apply the same, after deduction of appropriate expenses, to the payment of the rent overdue and payable hereunder from the Lessee in default. The Lessee in default shall remain liable for any deficiency. Further, Lessor shall not be responsible for or liable for any failure to re-let the Properties or any part hereof, or for any failure to collect any rent connected therewith. The Lessor's recovery of possession of the Properties by any means shall not relieve the Lessee of its obligation to pay Base Rent, Additional Rent or Additional Rent Adjustments through the term of the Lease, including any extensions in effect at the time of default under which Lessee then occupies the Properties.

Acceptance by Lessor of delinquent rent from Lessee after Lessee default shall not cure such default or entitle Lessee to possession of the Properties. Lessee hereby expressly waives any and all rights of redemption, if any, granted by and under any present or future law, in the event that Lessee shall be evicted or dispossessed for any cause in default or in the event that the Lessor obtains possession of the Properties by virtue of the remedies outlined in this Lease, or otherwise. The receipt by Lessor or its agents of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any covenant hereof shall be deemed to have been agreed upon, unless explicitly reduced to written agreement and signed by Lessor and Lessee.

All remedies of Lessor shall be cumulative.

20. ATTORNEYS' FEES: Lessee hereby agrees to pay all costs incurred by the Lessor on account of the Lessee's default, including but not limited to collection costs, court costs and attorney fees in an amount equal to twenty-five percent (25%) of any money owed to Lessor by Lessee at the time and accruing after Lessor requests the assistance of an attorney. If Lessee's default is a non-monetary default, lessee shall pay the greater of Two Hundred Fifty Dollars (\$250.00) or Lessor's actual attorney's fees.

21. HOLDOVER AND SUCCESSIVE LESSEE: If Lessee shall be in possession of the Properties after the established Termination Date of the Lease, and in the absence of any written agreement extending the term hereof, the tenancy of this Lease shall become one from month-to-month, to be terminated by either Lessee or Lessor on thirty (30) days written notice. Lessee shall pay the rent for the thirty (30) days following notice.

Lessee acknowledges that possession of the Properties must be surrendered to Lessor on the Termination Date or sooner. Lessee agrees to indemnify and save Lessor harmless from any and all costs, claims, loss or liability resulting from delay by Lessee in so surrendering the Properties, including, without limitation, any claims made by a succeeding Lessee founded on such delay. The parties hereto recognize and agree that the damage to the Lessor resulting from any failure to timely surrender possession will be extremely substantial, will exceed the Base Rent, Additional Rent charges and Percentage Rent payable hereunder, and will be impossible to measure accurately. Lessee therefore agrees that if possession of the Lease Properties is not surrendered to Lessor within twenty-four (24) hours after the Termination Date or sooner, then the

Lessee shall pay to Lessor for each month and for any portion of a month during which the Lessee holds over in the Properties a sum equal to two (2) times the aggregate of Base Rent plus Additional Rent charges which are payable under this Lease during the last month of the term hereof, in addition to the Lessor's actual damage incurred by Lessee's failure to surrender which exceeds such rent. Nothing herein contained shall be deemed to permit Lessee to retain possession of the Properties after the termination of the Lease Term, unless specifically agreed to in writing. The provisions of this Article shall survive the expiration or said sooner termination of Lease Term.

22. TERMINATION AND SURRENDER: Upon the expiration or termination of this Lease, Lessee shall surrender the Properties to Lessor in as good as condition as they were found upon the Lessee taking possession of the Properties; except for ordinary wear and tear, reduction of the Properties by condemnation. Lessee shall remove all its personal property, merchandise and trade fixtures and make such necessary repairs or reimbursement. After Lessee vacation or abandonment, Lessor may elect to retain or dispose of, in any manner, Lessee alterations and improvements or Lessee's personal property that Lessee does not remove from the Properties before or after the Termination Date of the Term. Title to any such Lessee alterations or Lessee's personal property, that Lessor elects to retain or dispose of after the Term, shall vest to and in the Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention or disposition of any such alterations or personal property. Lessee is further liable to Lessor for Lessor's expenses and costs for removing and disposing of any Lessee alterations or Lessee personal property, which Lessor does not elect to acquire.

23. WAIVERS: The failure of Lessor to insist, in any one or more instances, to strict performance by Lessee as to any Lease covenants shall not be construed as a waiver by Lessor or relinquishment in the future of such covenants, but the same shall continue and remain in full force and effect. The receipt by Lessor or its Agent of rent with knowledge of a covenant breach hereof shall not be deemed a waiver of the same covenant breach, and no waiver by Lessor of any provision hereof shall be deemed to have been agreed upon unless expressed in writing and signed by the parties hereto.

Lessee hereby waives the benefit of the homestead exemption as to this Lease.

24. SUCCESSORS AND ASSIGNS: All the terms, covenants and agreements of this Lease shall extend to and be binding upon the Lessor and be binding upon the Lessee and its respective heirs, administrators, executors, successors, assignees, sublessees, concessionaires, marital communities, if any, and their respective assigns; and/or upon any person or persons coming into ownership or possession of any interest in the Properties by operation of law or otherwise.

25. NOTICES: Any notice herein provided for to be given to Lessor shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid, addressed to:

LESSOR'S NOTICE ADDRESS:

Marcus D. Jones, City Manager
City Manager's Office
810 Union Street, Suite 1100
Norfolk, Virginia 23510

Copy to:

Jim Resolute
Department of Real Estate
232 E Main Street, Suite 250
Norfolk, Virginia 23510

LESSEE'S NOTICE ADDRESS:

Tidewater Utility Construction
200 Lummis Road
Suffolk, VA 23434

Any notice herein provided for to be given to Lessee shall be deemed to be given if and when posted in United States registered or certified mail, postage prepaid.

Either party may, at any time, change its address for the purposes of notice hereof by sending a written notice to the other party stating the change and setting forth the new address.

26. BROKER: The Lessee is not represented by a Broker in this transaction.

27. GOVERNING LAW: In exercising the rights granted hereby and undertaking activity pursuant to this Agreement, TUC shall act in accordance with the applicable laws of the Commonwealth of Virginia and any other governmental body, State or Federal, having jurisdiction over such matters.

28. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto. Any and all oral or written agreements, understandings, representations and warranties, promises and statements of the parties hereto or from their respective officers and directors or from their partners, agents or brokers with respect to the subject matter of this Lease, and any matter not covered and mentioned in this Lease, shall be inferior and be merged in and by this Lease. No such prior oral or written agreement, understanding, representation or warranty, promise or statement shall be effective or binding for any reason or purpose, unless specifically set forth in this Lease. No provision of this Lease may be amended or added to except by an agreement in writing, signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

This Lease consists of ten (10) printed pages and exhibits marked Exhibit A and B.

29. SEVERABILITY: In the event that any provision herein is unlawful, or otherwise unenforceable, it shall be severed and deemed null and void ab initio and shall not impair the validity of the remaining provisions of this Lease.

IN WITNESS WHEREOF, the parties have caused this lease agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

CITY OF NORFOLK

By: _____
City Manager

Attest:

City Clerk

**COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the ____ day of _____, _____, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____[SEAL]
Notary Public
Registration No. _____

Approved as to Contents:

Director of General Services

Approved as to Form and Correctness:

Deputy City Attorney

TIDEWATER UTILITY CONSTRUCTION, INC.

Name (Print): _____
Title: _____

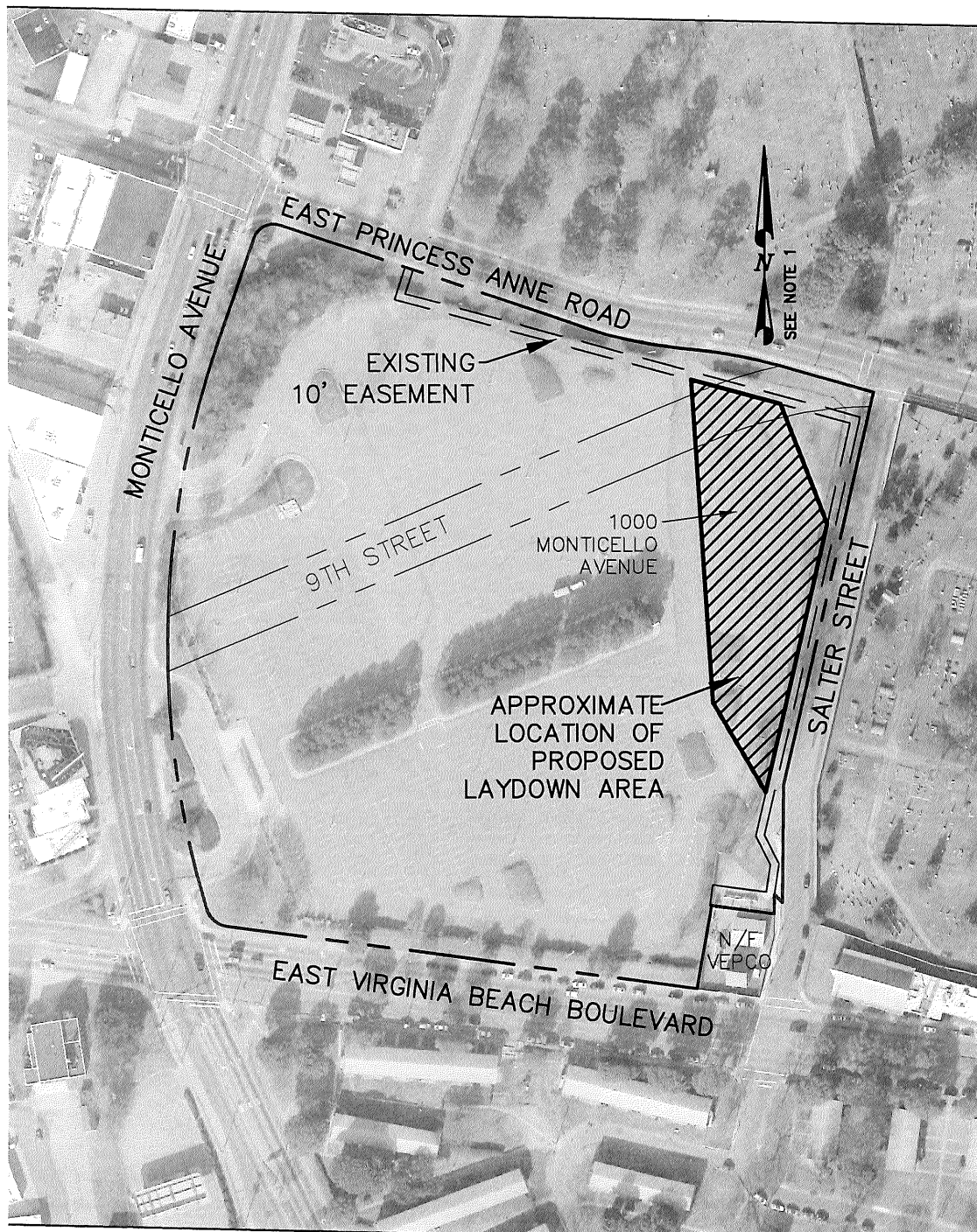
**COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, _____, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the ____ day of _____, _____, do hereby certify that _____, _____ of Tidewater Utility Construction, Inc., whose name is signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this ____ day of _____, 2016.

_____[SEAL]
Notary Public

Registration No. _____



NOTES:

1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON THE CITY OF NORFOLK DIVISION OF SURVEYS PLAT (#4776) ENTITLED "PHYSICAL SURVEY OF BLOCK BOUNDED BY VIRGINIA BEACH BOULEVARD, MONTICELLO AVENUE, PRINCESS ANNE ROAD, AND SALTER STREET, NORFOLK, VIRGINIA" DATED JUNE 18, 1986.

2. PROPOSED LAYDOWN AREA = 49,480 SQUARE FEET OR 1.136 ACRES.

EXHIBIT FOR
TIDEWATER UTILITY CONSTRUCTION
RIGHT OF ENTRY
NORFOLK, VIRGINIA

200 0 200 400



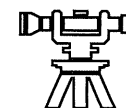
DRAWING SCALE

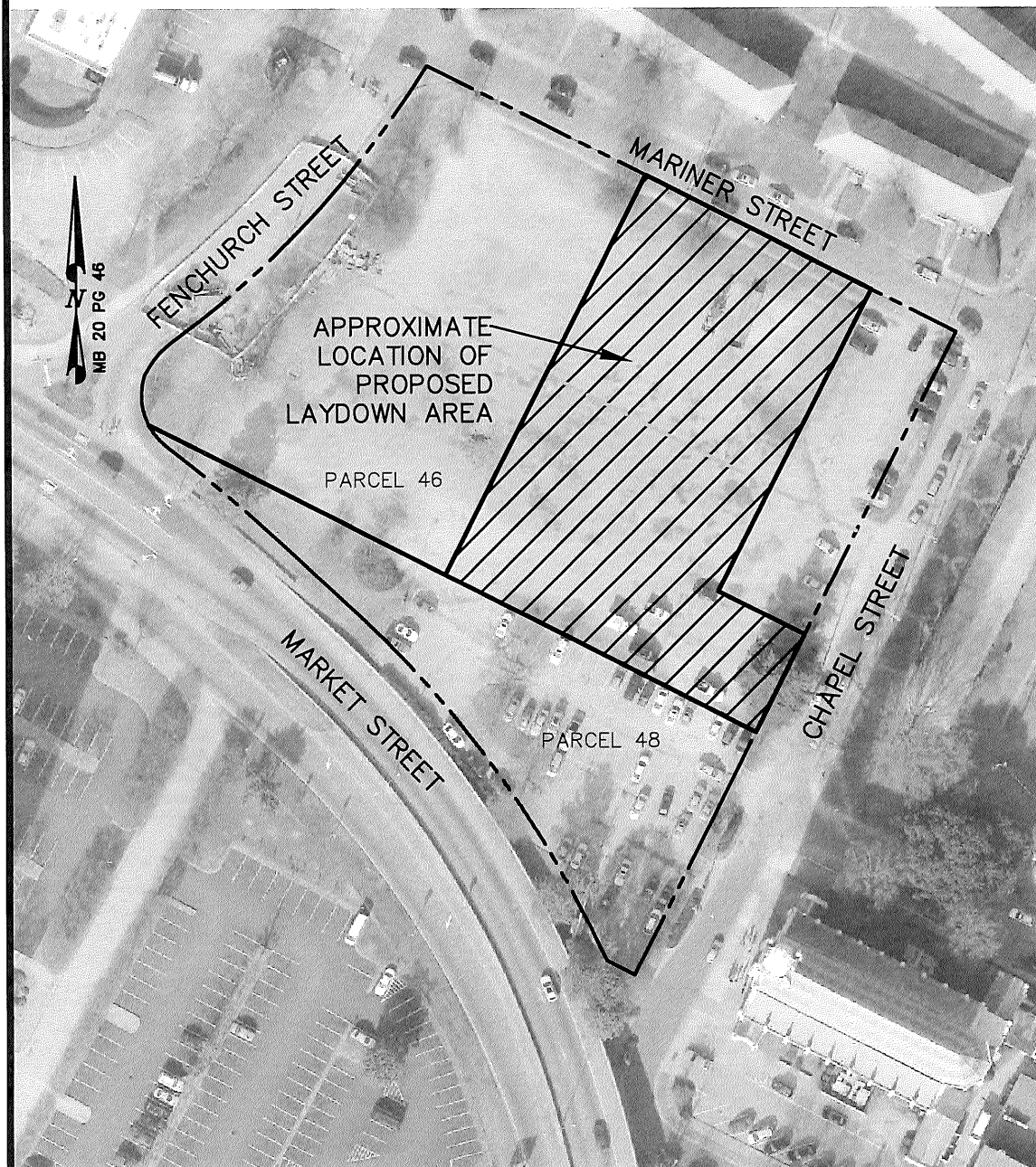
1"=200'

#151210 LAYDOWN EXHIBIT

DATE	SCALE	DRAWN BY	CHECKED BY
12-10-2015	1" = 200'	QMW	KCM

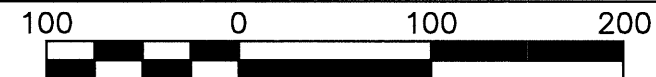
DIVISION OF SURVEYS
DEPARTMENT OF PUBLIC WORKS
NORFOLK, VIRGINIA



**NOTES:**

1. MERIDIAN SOURCE AND COORDINATES SHOWN HEREON ARE BASED ON M.B. 20, PG. 46.
2. PROPOSED LAYDOWN AREA = 43,560 SQUARE FEET OR 1.000 ACRE.

EXHIBIT FOR
TIDEWATER UTILITY CONSTRUCTION
RIGHT OF ENTRY
NORFOLK, VIRGINIA



1"=100'

#151209 LAYDOWN EXHIBIT

DATE	SCALE	DRAWN BY	CHECKED BY
12-10-2015	1" = 100'	QMW	KCM

DIVISION OF SURVEYS
DEPARTMENT OF PUBLIC WORKS
NORFOLK, VIRGINIA

